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 WELLS FARGO BANK, N.A.

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 10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA  
 12

13 MAYSSA TRABULSI,  
 14 Plaintiff,  
 15 vs.  
 16 WELLS FARGO BANK, NATIONAL  
 ASSOCIATION, a business entity  
 17 unknown; and DOES 1-50, inclusive  
 18 Defendants.

Case No. SA 17-cv-02088-JLS-  
 (SKx)  
**CORRECTED STIPULATED  
 PROTECTIVE ORDER**  
 The Hon. Steve Kim  
 Action Filed: November 27, 2017  
 Trial Date: None Set

1 IT IS HEREBY STIPULATED by the parties to this action, by and through their  
2 respective attorneys of record herein, that discovery, disclosure and use of specified private,  
3 privileged, proprietary and/or confidential information in this lawsuit *MAYSSA TRABULSI V.*  
4 *WELLS FARGO BANK, N.A.*, Case No. 17-cv-02088-JLS-(SK) (“Lawsuit”) shall be had on the  
5 following terms:

6  
7 1. A. PURPOSES AND LIMITATIONS

8 Discovery in this action is likely to involve production of confidential,  
9 proprietary, or private information for which special protection from public  
10 disclosure and from use for any purpose other than prosecuting this litigation may  
11 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
12 enter the following Stipulated Protective Order. The parties acknowledge that this  
13 Order does not confer blanket protections on all disclosures or responses to  
14 discovery and that the protection it affords from public disclosure and use extends  
15 only to the limited information or items that are entitled to confidential treatment  
16 under the applicable legal principles. The parties further acknowledge, as set forth in  
17 Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
18 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
19 procedures that must be followed and the standards that will be applied when a party  
20 seeks permission from the court to file material under seal.

21 B. GOOD CAUSE STATEMENT

22  
23 This action is likely to involve commercial, financial, and/or proprietary  
24 information for which special protection from public disclosure and from use for  
25 any purpose other than prosecution of this action is warranted. Such confidential and  
26 proprietary materials and information consist of, among other things, confidential  
27 business or financial information, information regarding confidential business  
28 practices, or other confidential research, development, or commercial information

1 (including information implicating privacy rights of third parties), information  
2 otherwise generally unavailable to the public, or which may be privileged or  
3 otherwise protected from disclosure under state or federal statutes, court rules, case  
4 decisions, or common law. Accordingly, to expedite the flow of information, to  
5 facilitate the prompt resolution of disputes over confidentiality of discovery  
6 materials, to adequately protect information the parties are entitled to keep  
7 confidential, to ensure that the parties are permitted reasonable necessary uses of  
8 such material in preparation for and in the conduct of trial, to address their handling  
9 at the end of the litigation, and serve the ends of justice, a protective order for such  
10 information is justified in this matter. It is the intent of the parties that information  
11 will not be designated as confidential for tactical reasons and that nothing be so  
12 designated without a good faith belief that it has been maintained in a confidential,  
13 non-public manner, and there is good cause why it should not be part of the public  
14 record of this case.

15 2. DEFINITIONS

16 2.1 Action: This pending federal law suit.

17 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
18 of information or items under this Order.

19 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
20 how it is generated, stored or maintained) or tangible things that qualify for  
21 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
22 the Good Cause Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
24 their support staff).

25 2.5 Designating Party: a Party or Non-Party that designates information or  
26 items that it produces in disclosures or in responses to discovery as  
27 “CONFIDENTIAL.”

28 2.6 Disclosure or Discovery Material: all items or information, regardless

1 of the medium or manner in which it is generated, stored, or maintained (including,  
2 among other things, testimony, transcripts, and tangible things), that are produced or  
3 generated in disclosures or responses to discovery in this matter.

4       2.7 Expert: a person with specialized knowledge or experience in a matter  
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
6 an expert witness or as a consultant in this Action.

7       2.8 House Counsel: attorneys who are employees of a party to this Action.  
8 House Counsel does not include Outside Counsel of Record or any other outside  
9 counsel.

10       2.9 Non-Party: any natural person, partnership, corporation, association, or  
11 other legal entity not named as a Party to this action.

12       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
13 to this Action but are retained to represent or advise a party to this Action and have  
14 appeared in this Action on behalf of that party or are affiliated with a law firm which  
15 has appeared on behalf of that party, and includes support staff.

16       2.11 Party: any party to this Action, including all of its officers, directors,  
17 employees, consultants, retained experts, and Outside Counsel of Record (and their  
18 support staffs).

19       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
20 Discovery Material in this Action.

21       2.13 Professional Vendors: persons or entities that provide litigation support  
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
23 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
24 and their employees and subcontractors.

25       2.14 Protected Material: any Disclosure or Discovery Material that is  
26 designated as “CONFIDENTIAL.”

27       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
28 from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10

11 Even after final disposition of this litigation, the confidentiality obligations  
12 imposed by this Order shall remain in effect until a Designating Party agrees  
13 otherwise in writing or a court order otherwise directs. Final disposition shall be  
14 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
15 or without prejudice; and (2) final judgment herein after the completion and  
16 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
17 including the time limits for filing any motions or applications for extension of time  
18 pursuant to applicable law.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.

21 Each Party or Non-Party that designates information or items for protection under  
22 this Order must take care to limit any such designation to specific material that  
23 qualifies under the appropriate standards. The Designating Party must designate for  
24 protection only those parts of material, documents, items, or oral or written  
25 communications that qualify so that other portions of the material, documents,  
26 items, or communications for which protection is not warranted are not swept  
27 unjustifiably within the ambit of this Order.

28 Mass, indiscriminate, or routinized designations are prohibited. Designations

1 that are shown to be clearly unjustified or that have been made for an improper  
2 purpose (e.g., to unnecessarily encumber the case development process or to impose  
3 unnecessary expenses and burdens on other parties) may expose the Designating  
4 Party to sanctions.

5 If it comes to a Designating Party's attention that information or items that it  
6 designated for protection do not qualify for protection, that Designating Party must  
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in  
9 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
11 under this Order must be clearly so designated before the material is disclosed or  
12 produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic  
15 documents, but excluding transcripts of depositions or other pretrial or trial  
16 proceedings), that the Producing Party affix at a minimum, the legend  
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
18 contains protected material. If only a portion or portions of the material on a page  
19 qualifies for protection, the Producing Party also must clearly identify the protected  
20 portion(s) (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for inspection  
22 need not designate them for protection until after the inspecting Party has indicated  
23 which documents it would like copied and produced. During the inspection and  
24 before the designation, all of the material made available for inspection shall be  
25 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
26 documents it wants copied and produced, the Producing Party must determine which  
27 documents, or portions thereof, qualify for protection under this Order. Then, before  
28 producing the specified documents, the Producing Party must affix the

1 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
2 portion or portions of the material on a page qualifies for protection, the Producing  
3 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
4 markings in the margins).

5 (b) for testimony given in depositions that the Designating Party  
6 identify the Disclosure or Discovery Material on the record, before the close of the  
7 deposition all protected testimony.

8 (c) for information produced in some form other than documentary  
9 and for any other tangible items, that the Producing Party affix in a prominent place  
10 on the exterior of the container or containers in which the information is stored the  
11 legend “CONFIDENTIAL.” If only a portion or portions of the information  
12 warrants protection, the Producing Party, to the extent practicable, shall identify the  
13 protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
15 failure to designate qualified information or items does not, standing alone, waive  
16 the Designating Party’s right to secure protection under this Order for such material.  
17 Upon timely correction of a designation, the Receiving Party must make reasonable  
18 efforts to assure that the material is treated in accordance with the provisions of this  
19 Order.

## 20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
22 designation of confidentiality at any time that is consistent with the Court’s  
23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
25 resolution process under Local Rule 37.1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be on  
27 the Designating Party. Frivolous challenges, and those made for an improper  
28 purpose (e.g., to harass or impose unnecessary expenses and burdens on other

1 parties) may expose the Challenging Party to sanctions. Unless the Designating  
2 Party has waived or withdrawn the confidentiality designation, all parties shall  
3 continue to afford the material in question the level of protection to which it is  
4 entitled under the Producing Party’s designation until the Court rules on the  
5 challenge.

6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
8 disclosed or produced by another Party or by a Non-Party in connection with this  
9 Action only for prosecuting, defending, or attempting to settle this Action. Such  
10 Protected Material may be disclosed only to the categories of persons and under the  
11 conditions described in this Order. When the Action has been terminated, a  
12 Receiving Party must comply with the provisions of section 13 below (FINAL  
13 DISPOSITION).

14 Protected Material must be stored and maintained by a Receiving Party at a  
15 location and in a secure manner that ensures that access is limited to the persons  
16 authorized under this Order.

17 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
18 otherwise ordered by the court or permitted in writing by the Designating Party, a  
19 Receiving Party may disclose any information or item designated  
20 “CONFIDENTIAL” only to:

- 21 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
22 as well as employees of said Outside Counsel of Record to whom it is reasonably  
23 necessary to disclose the information for this Action;
- 24 (b) the officers, directors, and employees (including House Counsel)  
25 of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- 26 (c) Experts (as defined in this Order) of the Receiving Party to  
27 whom disclosure is reasonably necessary for this Action and who have signed the  
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A);



1 (d) the court and its personnel;  
2 (e) court reporters and their staff;  
3 (f) professional jury or trial consultants, mock jurors, and  
4 Professional Vendors to whom disclosure is reasonably necessary for this Action  
5 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
6 A);

7 (g) the author or recipient of a document containing the information  
8 or a custodian or other person who otherwise possessed or knew the information;

9 (h) during their depositions, witnesses, and attorneys for witnesses,  
10 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
11 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
12 they will not be permitted to keep any confidential information unless they sign the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
14 agreed by the Designating Party or ordered by the court. Pages of transcribed  
15 deposition testimony or exhibits to depositions that reveal Protected Material may  
16 be separately bound by the court reporter and may not be disclosed to anyone except  
17 as permitted under this Stipulated Protective Order; and

18 (i) any mediator or settlement officer, and their supporting  
19 personnel, mutually agreed upon by any of the parties engaged in settlement  
20 discussions.

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
22 IN OTHER LITIGATION

23 If a Party is served with a subpoena or a court order issued in other litigation  
24 that compels disclosure of any information or items designated in this Action as  
25 “CONFIDENTIAL,” that Party must:

26 (a) promptly notify in writing the Designating Party. Such  
27 notification shall include a copy of the subpoena or court order;

28 (b) promptly notify in writing the party who caused the subpoena or

1 order to issue in the other litigation that some or all of the material covered by the  
2 subpoena or order is subject to this Protective Order. Such notification shall include  
3 a copy of this Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be  
5 pursued by the Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served with  
7 the subpoena or court order shall not produce any information designated in this  
8 action as “CONFIDENTIAL” before a determination by the court from which the  
9 subpoena or order issued, unless the Party has obtained the Designating Party’s  
10 permission. The Designating Party shall bear the burden and expense of seeking  
11 protection in that court of its confidential material and nothing in these provisions  
12 should be construed as authorizing or encouraging a Receiving Party in this Action  
13 to disobey a lawful directive from another court.

14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced by a  
17 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
18 produced by Non-Parties in connection with this litigation is protected by the  
19 remedies and relief provided by this Order. Nothing in these provisions should be  
20 construed as prohibiting a Non-Party from seeking additional protections.

21 (b) In the event that a Party is required, by a valid discovery request, to  
22 produce a Non-Party’s confidential information in its possession, and the Party is  
23 subject to an agreement with the Non-Party not to produce the Non-Party’s  
24 confidential information, then the Party shall:

25 (1) promptly notify in writing the Requesting Party and the Non-  
26 Party that some or all of the information requested is subject to a confidentiality  
27 agreement with a Non-Party;

28 (2) promptly provide the Non-Party with a copy of the Stipulated

1 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
2 specific description of the information requested; and

3 (3) make the information requested available for inspection by the  
4 Non-Party, if requested.

5 (c) If the Non-Party fails to seek a protective order from this court within  
6 14 days of receiving the notice and accompanying information, the Receiving Party  
7 may produce the Non-Party's confidential information responsive to the discovery  
8 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
9 not produce any information in its possession or control that is subject to the  
10 confidentiality agreement with the Non-Party before a determination by the court.  
11 Absent a court order to the contrary, the Non-Party shall bear the burden and  
12 expense of seeking protection in this court of its Protected Material.

13 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
15 Protected Material to any person or in any circumstance not authorized under this  
16 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
17 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
18 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
19 persons to whom unauthorized disclosures were made of all the terms of this Order,  
20 and (d) request such person or persons to execute the "Acknowledgment and  
21 Agreement to Be Bound" that is attached hereto as Exhibit A.

22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain  
25 inadvertently produced material is subject to a claim of privilege or other protection,  
26 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
27 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
28 may be established in an e-discovery order that provides for production without

1 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar  
2 as the parties reach an agreement on the effect of disclosure of a communication or  
3 information covered by the attorney-client privilege or work product protection, the  
4 parties may incorporate their agreement in the stipulated protective order submitted  
5 to the court.

6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
8 person to seek its modification by the Court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
10 Protective Order no Party waives any right it otherwise would have to object to  
11 disclosing or producing any information or item on any ground not addressed in this  
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
13 ground to use in evidence of any of the material covered by this Protective Order.

14 12.3 Filing Protected Material. A Party that seeks to file under seal any  
15 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
16 only be filed under seal pursuant to a court order authorizing the sealing of the  
17 specific Protected Material at issue. If a Party's request to file Protected Material  
18 under seal is denied by the court, then the Receiving Party may file the information  
19 in the public record unless otherwise instructed by the court.

20 13. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 4, within 60  
22 days of a written request by the Designating Party, each Receiving Party must return  
23 all Protected Material to the Producing Party or destroy such material. As used in  
24 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
25 summaries, and any other format reproducing or capturing any of the Protected  
26 Material. Whether the Protected Material is returned or destroyed, the Receiving  
27 Party must submit a written certification to the Producing Party (and, if not the same  
28 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies

1 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
2 (by category, where appropriate) all the Protected Material that was returned or  
3 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
4 abstracts, compilations, summaries or any other format reproducing or capturing any  
5 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
6 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
7 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
8 reports, attorney work product, and consultant and expert work product, even if such  
9 materials contain Protected Material. Any such archival copies that contain or  
10 constitute Protected Material remain subject to this Protective Order as set forth in  
11 Section 4 (DURATION).

12 14. Any violation of this Order may be punished by any and all appropriate  
13 measures including, without limitation, contempt proceedings and/or monetary  
14 sanctions.

15 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

16 DTED: July 26, 2018

SEVERSON & WERSON  
A Professional Corporation

17 By: 

Evelina Manukyan

18 Attorneys for Defendant WELLS FARGO BANK, N.A.

19  
20 DATED: July 25, 2018

MALEK & MALEK

21 By: - 

Jeffrey Malek

22 Attorneys for Plaintiff MAYSSA TRABULSI

23  
24 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

25 DATED: July 30, 2018

26 

27 Honorable Steve Kim  
28 United States Magistrate Judge